

**ENTERED**

June 23, 2021

Nathan Ochsner, Clerk

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

DEBORAH CROSS,	§	
	§	
Plaintiff,	§	
	§	
v.	§	CIVIL ACTION NO. H-20-1322
	§	
THE BANK OF NEW YORK MELLON,	§	
et al.,	§	
	§	
Defendants.	§	

**FINAL JUDGMENT**

In accordance with the court's Memorandum Opinion and Order denying Plaintiff's Motion for Partial Summary Judgment and granting Defendants Shellpoint and BONYM's Summary Judgment Motion, the court finds as follows:

The loan is evidenced by a valid note (the "Note") executed on or about November 2, 2004, by Deborah Cross ("Plaintiff") and originally made payable to New Horizon Financial Ltd. as lender on a loan secured by the real property and improvements commonly known as 16515 Obsidian Drive, Houston, Texas (the "Property"). On the same day Plaintiff executed a Deed of Trust dated November 2, 2004. It is therefore

**ORDERED, ADJUDGED, and DECREED** that BONYM is the current legal owner of the Note and beneficiary of the Deed of Trust. Therefore, BONYM is the mortgagee with the right to enforce the Deed of Trust. It is further

ORDERED, ADJUDGED, and DECREED that Plaintiff take nothing on each and every claim against Shellpoint and BONYM in this cause. It is further

ORDERED, ADJUDGED, and DECREED that BONYM shall have a judgment against Plaintiff for \$438,631.84, which is the total amount owed to BONYM under the Note and Deed of Trust as of March 9, 2021, which includes costs and expenses enforcing the Note and Deed of Trust, plus pre-judgment interest at 3.625%. Post-judgment interest shall accrue on the balance at the applicable statutory rate. It is further

ORDERED, ADJUDGED, and DECREED that as the mortgagee who has the right to enforce the Deed of Trust, BONYM has a first lien security interest on the Property. It is further

ORDERED, ADJUDGED, and DECREED that the following are secured by the Deed of Trust on the Property: the outstanding balance of the Note, including attorney's fees, pre-judgment interest, post-judgment interest, and costs of court. It is further

ORDERED, ADJUDGED, and DECREED that due to default on the Note, BONYM or its successors or assigns may enforce its Deed of Trust against the Property through non-judicial foreclosure of the Property as provided in the Deed of Trust and Texas Property Code § 51.002. It is further

ORDERED, ADJUDGED, and DECREED that if the Property cannot be found, or if the proceeds of such sale be insufficient to satisfy

the judgment, BONYM or its successors or assigns may take the money or any balance thereof remaining unpaid out of any other property of Deborah Cross. It is further

ORDERED, ADJUDGED, and DECREED that BONYM may further communicate with Plaintiff and all third parties reasonably necessary to conduct the foreclosure sale. It is further

ORDERED, ADJUDGED, and DECREED that all costs are to be taxed against Plaintiff as a further obligation owed under the subject Note and Deed of Trust. It is further

ORDERED, ADJUDGED, and DECREED that any relief not specifically granted in this judgment is DENIED and any party not otherwise disposed of is DISMISSED.

This is a FINAL JUDGMENT.

SIGNED at Houston, Texas, on this the 23rd day of June, 2021.

A handwritten signature in black ink, appearing to read 'S. Lake', is written over a horizontal line.

SIM LAKE  
SENIOR UNITED STATES DISTRICT JUDGE